

DISTANCE SELLING CONTRACT

1. DEFINITIONS

Seller: Refers to a natural or legal person acting for commercial or professional purposes, presenting goods to a consumer, or acting on behalf of or on account of the person presenting the goods, including public legal entities.

Consumer, Buyer: Designates a natural or legal person who acts for purposes which are outside their trade, business, craft, or profession.

Goods/Product: Denotes the subject matter of the transaction; tangible items, residential or holiday real estate, and intangible items prepared for electronic use such as software, audio, visual, and similar types of non-material goods.

Service: The subject matter of any consumer transaction, excluding the provision of goods, which is performed or promised against a fee or benefit.

Distance Contract: Contracts established without the simultaneous physical presence of the seller and the consumer, within a system designed for the remote marketing of goods or services, using remote communication tools up to and including the moment of the contract's formation.

Permanent Data Storage Device: Refers to any medium or tool that allows information sent to or received by the consumer to be stored in a way that is accessible for a reasonable period for the purpose of the information and enables the unchanged reproduction of the information stored. This includes short message services, emails, internet, disks, CDs, DVDs, memory cards, and similar types of instruments or media.

2. SUBJECT OF THE CONTRACT AND PARTIES

2.1 Contract Purpose and Parties:

This contract determines the rights, legal responsibilities, and obligations of the parties according to the provisions of the Law on Consumer Protection and the Regulation on Distance Contracts. It relates to the sale and delivery of products and services ordered by the BUYER through the sangnovatr.com website (hereinafter referred to as the INTERNET SITE), operated by the SELLER. In cases not covered by the contract, legal statutory provisions shall apply.

2.2 Buyer's Acknowledgment and Acceptance:

The BUYER acknowledges and declares that they have been informed and have confirmed electronically the fundamental characteristics, sale price, payment method, delivery conditions, and all pre-information regarding the goods or services subject to sale, including the right to withdraw. This acknowledgment and declaration by the BUYER are made in accordance with the terms of this contract. The pre-information form and the invoice present on the payment page of the internet site are integral parts of this contract.

2.3 Seller Information

Title:	SANGNOVA E-Commerce/Deniz Çobanoğlu
Address:	Turgut Ozal Mah, 2179/1. Cad, 3/13 Ankara/Turkey
E-mail:	fort@sangnovatr.com

2.4 Buyer Information

Name/Surname:	[-6-]
Adress:	[-7-]
Telephone Number:	[-8-]
E-mail:	[-9-]

3. Products and Services

Product/Service:	[-10-]
Product/Service Detail:	[-11-]
Quantity of Product/Service	[-12-]
Total VAT (€):	[-13-]
Product Delivery/Shipping Fee (€):	0 Euros
Total Amount Including VAT (€)	[-15-]

4. DELIVERY AND SHIPMENT

4.1 In service sales conducted through the internet site, immediate performance and delivery are carried out according to the nature of the service. In such cases, the invoice is sent to the buyer using a permanent data storage device.

4.2 For product sales through the internet site, the product shall be delivered to the delivery address specified by the buyer on the internet site or to the person/institution directed by the buyer at the specified address, along with the invoice, within a maximum of 30 days. The cost of delivery shall be borne by the seller. If the seller fails to fulfill this obligation, the buyer has the right to terminate the contract. In the event of termination, the seller must refund all payments collected to the buyer within 14 days from the date the termination notice is received.

4.3 If it becomes impossible to fulfill the ordered goods or service, the seller must inform the buyer using a permanent data storage device within three days from the date of learning of this situation and must refund all payments collected, including delivery costs if any, within a maximum of fourteen days from the date of notification.

4.4 The buyer is responsible for inspecting the product at the time of delivery. If there is a problem with the product arising from the shipping, the buyer must refuse to accept the product and have a report drawn up with the shipping company's official. Otherwise, the seller will not accept any responsibility.

5. PAYMENT METHOD

5.1 The BUYER can make installment purchases using a credit card through the internet site, provided they have an agreement with their bank. Such transactions are facilitated as installment payment options directly by the mentioned institution; however, in this context, these sales are not considered installment sales with respect to the parties of this contract

Payment Method:	Credit/Debit Card
Information of the Person/Institution to Receive the Delivery (Name/Surname/Title):	[-17-]
Telephone Number of the Person/Institution to Receive the Delivery::	[-18-]
Delivery Adress:	[-19-]
Invoice Adress:	[-20-]

6. GENERAL PROVISIONS

6.1 Buyer’s Acknowledgment:

The BUYER acknowledges that they have read and are informed about the basic characteristics, sale price, payment method, and delivery details of the products and services displayed on the website and gives the necessary electronic consent.

6.2 Seller’s Responsibility:

The SELLER is responsible for delivering the contracted product in full, in accordance with the specified qualities, along with any warranty documents and user manuals if applicable.

6.3 Non-Conformity with Contract:

If the product or service subject to the contract does not possess the features specified on the internet site, constituting a breach of contract, the BUYER has the right to choose among several options: withdraw from the contract by declaring readiness to return the sold item, retain the item and request a reduction in the sale price in proportion to the defect, demand a free repair if it does not involve excessive cost (with all expenses borne by the SELLER), or request replacement with a defect-free item, if possible. If the BUYER opts for free repair or replacement, the SELLER must fulfill this request within a maximum of 30 business days from its reception. In cases where the BUYER chooses to withdraw from the contract or demands a discount due to defects, the total amount paid or the discounted amount must be immediately refunded to the BUYER. Liability for defective goods is subject to a two-year statute of limitations from the date of delivery to the BUYER, even if the defect becomes apparent later. If the BUYER was aware or is expected to have been aware of the defect at the time of contract formation, then it does not constitute a breach of contract. Rights of the BUYER against defects other than these are as mentioned above.

6.4 Non-Payment by Buyer:

If the price of the product/service is not paid by the BUYER for any reason or is canceled in the bank records, the SELLER is not obligated to deliver the product/service.

7. RIGHT OF WITHDRAWAL

7.1 General Right of Withdrawal and Return Policy:

The BUYER has the right to withdraw from the contract within 14 days without providing any reason and without incurring any penalty. This right of withdrawal does not apply to services performed instantly in an electronic environment or to intangible goods instantly delivered to the BUYER.

7.2 Commencement of Withdrawal Period and Return Policy:

For service contracts, the withdrawal period starts on the day the contract is concluded; for product contracts, it starts on the day the BUYER or a third party nominated by the BUYER receives the goods. Additionally, the BUYER may exercise the right of withdrawal during the period from the conclusion of the contract to the delivery of the goods.

7.3 Determination of Withdrawal Period and Return Policy:

The starting point for the withdrawal period is based on different scenarios: for products that are subject to a single order but are delivered separately, it's the day the BUYER or a third party nominated by the BUYER receives the last product; for products consisting of multiple parts, it's the day the last part is received; for contracts where the product is delivered regularly over a specific period, it's the day the first product is received.

7.4 Notification of Withdrawal and Return Policy:

Notification of the exercise of the right of withdrawal and return of the purchased goods and products must be sent to the SELLER using a permanent data storage device before the expiry of the withdrawal period. This right can be exercised via our website sangnovatr.com, or by email at fort@sangnovatr.com.

7.5 Refund by Seller:

The SELLER will refund all payments collected, including delivery and shipping costs if applicable, within 14 days from the date of receiving the notification of withdrawal. All refunds will be made in the same form of payment used by the BUYER, without causing any expense or liability to the BUYER.

7.6 Return of Goods by Buyer:

The BUYER is required to return the goods to the SELLER within 10 days from the date of notifying the SELLER of the decision to withdraw.

7.7 Exceptions to the Right of Withdrawal and Return of Goods and Products:

The BUYER cannot exercise the right of withdrawal and return of goods and products in the following contracts:

- a) Contracts for goods or services whose price depends on fluctuations in financial markets beyond the control of the SELLER.
- b) Contracts for goods made to the consumer's specifications or clearly personalized.
- c) Contracts for the delivery of goods that can deteriorate rapidly or have a short shelf life.
- d) Contracts for the supply of goods which are not suitable for return due to health or hygiene reasons and were unsealed after delivery.
- e) Contracts for goods which are, by nature, inseparably mixed with other items after delivery.
- f) Contracts for the supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed after delivery.
- g) Contracts for the delivery of newspapers, periodicals, or magazines, except for subscription contracts.
- h) Contracts for the provision of accommodation, transport, car rental, catering, or services related to leisure activities, if the contract provides for a specific date or period of performance.
- i) Contracts for services performed instantly in an electronic environment or for intangible goods delivered instantly to the BUYER.
- k) Contracts for services which began with the BUYER's prior express consent before the end of the withdrawal period.

8. FORCE MAJEURE

8.1 Definition and Impact:

Situations not existing or foreseeable at the time the contract comes into effect, which develop outside of the control of the parties and make it partially or completely impossible for one or both parties to fulfill their obligations and responsibilities under the contract, or to do so in a timely manner, will be considered as force majeure. These include natural disasters, war, terrorism, uprisings, changes in legislation, seizure, strikes, lockouts, significant malfunctions in production and communication facilities, etc. The party experiencing the force majeure must inform the other party as soon as possible.

8.2 Duration and Consequences:

No liability will arise for either party for non-performance of their obligations during the continuation of the force majeure. If the force majeure situation continues for a period of 30 days, each party will have the right to unilaterally terminate the contract.

9. EVIDENCE AGREEMENT

9.1 Records as Definitive Evidence:

In the resolution of any disputes that may arise from this contract, the records of the seller (including records in magnetic media such as computer and voice recordings) will constitute conclusive evidence.

This translation maintains the formal tone and accurately represents the provision regarding the use of the seller's records as definitive evidence in any disputes related to the contract, as specified in the original document.

10. ACCEPTANCE DECLARATION

10.1 Buyer's Acknowledgment:

The BUYER acknowledges and declares that they have read all conditions and explanations written in the Pre-Information Form, which is an integral part of this contract and is available on the Website. They affirm being previously informed about the basic features, qualities, sale price, payment method, delivery conditions, and all other aspects related to the seller and the products/services subject to sale. The BUYER confirms having seen, read, and accepted the entire content on the website in an electronic environment and has ordered the products/services by giving electronic consent and acceptance to the terms of this contract.

11. EFFECTIVENESS

11.1 Formation and Entry into Force of the Contract:

This contract is concluded and comes into effect by being read by the parties, electronically approved by the BUYER, and by the BUYER making a payment as a positive act.